

REMARKS

Applicants' attorney thanks the Examiner for her comments. Independent Claim 15 has been amended to incorporate the limitations of previous Claim 22, which the Examiner found to include allowable subject matter. Superfluous language has been deleted from Claim 15. Claims 17 and 19 have been amended for consistency with amended Claim 15. Claim 22 has been canceled.

a) Claim Rejections Based On Blaney et al.

The rejection of Claims 1-4, 6, 8-12, 14, 32-34, 36-41 and 44 under 35 U.S.C. §102(e) as anticipated by Blaney et al. (U.S. Patent 6,117,607) is respectfully traversed. First, Blaney et al. does not disclose a treatment chemistry as recited in independent Claims 1 and 32. Contrary to the Examiner's suggestion, Blaney et al. does not disclose a water-soluble gelling agent which crosslinks protein.

Instead, Blaney et al. discloses a water-insoluble superabsorbent material that is already crosslinked:

The term "superabsorbent" or "superabsorbent material" refers to a water-swellaable, water-insoluble organic or inorganic material capable, under the most favorable conditions, of absorbing at least about 20 times its weight and, more desirably, at least about 30 times its weight in an aqueous solution containing 0.9 weight percent sodium chloride... The term "crosslinked" refers to any means for rendering normally water-soluble materials substantially water-insoluble but swellaable (Col. 6, lines 12-24)

Examples of...superabsorbent materials include... chitosan (Col. 6, lines 29-40)

Because the superabsorbent materials (e.g. chitosan) disclosed in Blaney et al. are already crosslinked and water-insoluble, they do not anticipate the claim limitation calling for "water-soluble gelling agents which crosslink protein". Blaney et al. does not disclose any of the treatment chemistries listed in the Markush group in Claims 1 and 32. Claims 1-4, 6, 8-12, 14, 32-34 and 36-41 are therefore not anticipated.

Substantially the same issue was addressed in the Amendment Accompanying Request For Continued Examination, filed 17 December 2003. In that response, Applicants explained the differences between water-soluble gelling agents which crosslink protein, and water-insoluble gels which are already crosslinked. The rejection based on Blaney et al. is essentially a reincarnation of an old rejection involving an old issue which has already been resolved.

Furthermore, Blaney et al. does not disclose a method for treating a viscoelastic proteinaceous fluid as recited in Claim 1.

b) Claim Rejections Based On Hamilton et al.

The rejection of Claims 15-20 and 23-26 under 35 U.S.C. §102(e) as anticipated by Hamilton et al. (U.S. Patent 6,562,192) is respectfully traversed in view of the foregoing amendment. Pursuant to the Examiner's helpful suggestion, previous Claim 22 has been rewritten in independent form by combining the limitations of Claim 22 with independent Claim 15. This is intended to conclude the prosecution by removing any remaining issue. Claim 15 is therefore not anticipated. Claims 16-20 and 23-26 depend from Claim 15, and are also not anticipated.

c) Conclusion

The rejections under 35 U.S.C. §102(e) have been overcome, and should be withdrawn. This patent application has been pending for a long time, to the point where old rejections are being forgotten, and issues resolved long ago are being repeated. Applicants respectfully request a Notice of Allowance for this case.

Respectfully submitted,



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